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Attorneys for Defendants
GAZILLION, INC. and NETDEVIL LTD.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

THE CODEMASTERS SOFTWARE
COMPANY LIMITED, a United Kingdom
corporation,

Plaintiff,

v.

GAZILLION, INC., a Delaware corporation,
NETDEVIL LIMITED, a Colorado
corporation,

Defendants.

Case No.: CV 10 5429 (EMC)

GAZILLION, INC.'S ANSWER

1 Defendant Gazillion, Inc. ("Gazillion" or "Defendant"), by its undersigned attorneys,
2 answers the Complaint ("Complaint") filed by Plaintiff The Codemasters Software Company
3 Limited ("Codemasters" or "Plaintiff") as follows:

4 **AS TO JURISDICTION AND VENUE**

5 1. Admits that Plaintiff purports to invoke the jurisdiction of the Court as set forth
6 in paragraph 1, but denies that Plaintiff has a basis for the relief it seeks.

7 2. Admits that Plaintiff purports to assert that venue is proper in this judicial
8 district for the reasons set forth in paragraph 2, but denies that Plaintiff has a basis for the relief
9 it seeks.

10 **AS TO THE PARTIES**

11 3. Denies knowledge or information sufficient to form a belief as to the truth of the
12 allegations contained in paragraph 3.

13 4. Denies the allegations set forth in paragraph 4, except admits that Gazillion is a
14 Delaware corporation, with its headquarters and principal place of business in San Mateo,
15 California and that NetDevil Ltd. ("NetDevil") is a wholly owned subsidiary of Gazillion.

16 5. Denies the allegations set forth in paragraph 5, except admits that NetDevil is a
17 Colorado corporation and that it developed the game "Jumpgate."

18 6. Denies the allegations set forth in paragraph 6, except admits that Gazillion is
19 registered to do business in, and conducts business in, California, and that NetDevil operates
20 Jumpgate.

21 **AS TO THE ALLEGED CLAIMS**
22 **(Claim for Breach of Contract)**

23 7. Denies the allegations contained in paragraph 7, and respectfully refers the Court
24 to the referenced agreement and amendments for true and complete statements, or fair and
25 accurate representations, of their contents.

26 8. Denies the allegations contained in paragraph 8, and respectfully refer the Court
27 to the referenced agreement and amendments for true and complete statements, or fair and
28 accurate representations, of their contents.

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a cause of action upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by Plaintiff's breaches of the Agreement.

THIRD AFFIRMATIVE DEFENSE

While denying all allegations of wrongdoing, fault and/or liability, Defendant states that any damages awarded to Plaintiff should be set off against the damages incurred by Defendant as a result of Plaintiff's wrongful conduct as set forth in NetDevil's Counterclaims.

FOURTH AFFIRMATIVE DEFENSE

Any damages alleged to have been incurred by Plaintiff were the result, in whole or in part, of Plaintiff's own actions or inactions, or of the actions of third parties, and not as a result of any conduct on the part of Defendant.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrines of modification, waiver and/or estoppel.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrine of acquiescence.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Gazillion was not a party or successor to any agreement with Plaintiff.

Gazillion reserves the right to amend this Answer to raise and rely upon any additional defenses that become available or apparent during discovery.

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PRAYER FOR RELIEF

WHEREFORE, Gazillion respectfully requests and prays as follows:

1. That Plaintiff take nothing by the Complaint;
2. That this action be dismissed with prejudice against Plaintiff;
3. That Gazillion recover its costs of suit, including reasonable attorneys' fees, as appropriate.
4. For such other and further relief as the Court deems just and proper.

Dated: January 24, 2011

KRIEG, KELLER, SLOAN, REILLEY & ROMAN LLP

By: /s/
TRACY M. CLEMENTS
Attorneys for Defendants
Gazillion, Inc. and NetDevil Ltd.